



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
RESEARCH AND ADVISORY SERVICES**

RFP # 31701-03068

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1. INTRODUCTION

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The Office for Information Resources is responsible for providing direction, planning, resources, execution and coordination in managing information systems needs across state agencies within the State of Tennessee. This includes providing those agencies with the technology infrastructure that will support their business needs.

With the rapid changes in technology, research and advisory services continually study the information technology (IT) industry to identify trends and “best practices”, allowing the State access to current and up-to-date critical technology information. These services are needed to provide the Office for Information Resources (OIR) the necessary information to accomplish their mission. OIR requires marketplace objectivity, expedited research and consultation response when emergency critical technical issues arise, extensive data to support risk reduction in technical decision making, and comprehensive volume of “best practices” gleaned from major public and private organizations from around the world. Research and Advisory Services include created and published research reports, planning assumptions, strategic analysis reports, research notes, bulletins, alerts, and summary and evaluations of the IT industry, issues, products and major IT trends in the marketplace.

The State intends to award a contract for the acquisition of information technology (IT) research and advisory services that meet the State’s requirements and provisions listed in the RFP. Consulting Services for special projects regarding technology topics may also be needed.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State’s required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 31701-03068

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Mitzi R. Hale
Tennessee Department of Finance and Administration
Wm Snodgrass Tennessee Tower, 17th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Telephone: 615-741-3735
Fax: 615-741-6164
Email: Mitzi.Hale@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Greg Spradley, Senior Management Consultant
Tennessee Department of Finance and Administration
Office of Consulting Services
312 Rosa L. Parks Avenue, Suite 1200
Nashville, TN 37243
Telephone: 615-253-8703
Fax: 615-532-1892
Email: Greg.Spradley@tn.gov
http://www.tennessee.gov/finance/rds/rdsAuditConsulting/consulting_services_home.shtml

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.

- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers With a Handicap or Disability

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Proposal Conference attendance is not mandatory, and potential proposers may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Tennessee Department of Finance and Administration
William Snodgrass Tennessee Tower
Training Area Conference Center
3rd Floor, The Cheatham Room
312 Rosa L. Parks Avenue
Nashville, TN 37243

A photo ID is required for entrance to the Tennessee Tower.

The purpose of the conference is to discuss the RFP scope of services. The State will entertain questions, however potential proposers must understand that the State's response to any question at the

Pre-Proposal Conference shall be tentative and non-binding. Potential proposers should submit questions concerning the RFP in writing and must submit them prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to questions to potential proposers as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		September 6, 2012
2. Disability Accommodation Request Deadline	2:00 p.m.	September 11, 2012
3. Pre-proposal Conference	10:00 a.m.	September 13, 2012
4. Notice of Intent to Propose Deadline	2:00 p.m.	September 14, 2012
5. Written "Questions & Comments" Deadline	2:00 p.m.	September 19, 2012
6. State Response to Written "Questions & Comments"		October 1, 2012
7. Proposal Deadline	2:00 p.m.	October 10, 2012
8. State Completion of Technical Proposal Evaluations		October 17, 2012
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	October 18, 2012
10. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	October 22, 2012
11. Contract Signing		November 1, 2012
12. Contractor Contract Signature Deadline	2:00 p.m.	November 8, 2012

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.8).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 3.1.2.3. A Proposer must sign and date the Cost Proposal.
- 3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

- 3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.
- 3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

- 3.2.2.1. One (1) original Technical Proposal paper document labeled:

“RFP # 31701-03068 TECHNICAL PROPOSAL ORIGINAL”

and six (6) digital copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

“RFP # 31701-03068 TECHNICAL PROPOSAL COPY”

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

- 3.2.2.2. One (1) original Cost Proposal paper document labeled:

“RFP # 31701-03068 COST PROPOSAL ORIGINAL”

and one (1) copy in the form of a digital document in “XLS” format properly recorded on separate, blank, standard CD-R recordable disc labeled:

“RFP # 31701-03068 COST PROPOSAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

- 3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 31701-03068 TECHNICAL PROPOSAL FROM
[PROPOSER LEGAL ENTITY NAME]”**

- 3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # 31701-03068 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 31701-03068 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Mitzi R. Hale
Tennessee Department of Finance and Administration
Wm Snodgrass Tennessee Tower, 17th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer’s proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.4. **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. **Proposal Withdrawal**

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.8). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. Licensure

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. Disclosure of Proposal Contents

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive

and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. Contractor Performance

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. Contract Amendment

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

- 5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.
- 5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A—Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:
 - a. the proposal adequately meets requirements for further evaluation;
 - b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
 - c. the State will determine the proposal non-responsive to the RFP and reject it.
- 5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

- 5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.
- 5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.
- 5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.
- 5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. **Contract Award Process**

- 5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.3.2. The contracting agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)
- 5.3.3. The State reserves the right to make an award without further discussion of any proposal.
- 5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.
- 5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall **NOT** materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

- 5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP ATTACHMENT 6.1.**RFP # 31701-03068 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

RFP ATTACHMENT 6.2. — Section A**TECHNICAL PROPOSAL & EVALUATION GUIDE**

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.6.	Provide written confirmation that the Proposer can provide the full range of IT research and advisory services listed in RFP Attachment 6.7.	
	A.7.	Provide written confirmation that the Proposer's published research includes information from a government perspective as well as industry specific perspectives (see <i>Pro Forma</i> Contract Section A.3.b).	
	A.8.	Provide written confirmation that the Proposer has no relationships or connections, financial or otherwise, that could compromise, or be perceived to compromise the Proposer's ability to provide advisory services that are unbiased toward any company or vendor's products.	
	A.9.	Provide written confirmation that the Proposer has a client base that includes government clients. <u>Evidence of this should be in the form of a list of the Proposer's current government clients with the total number of employees for each client identified with the client name.</u> The employee count should be the total number of employees in the entire organization (federal agency, state government, county government, etc.), including all divisions, agencies, sections, etc. and may be rounded to the nearest hundred or thousand. (For example, the State of Tennessee has approximately 40,000 employees.) <u>At least one (1) current government client on the provided list must have a minimum of 30,000 employees.</u>	
State Use – RFP Coordinator Signature, Printed Name & Date:			

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of the proposed Account Representative (see Contract Section A.10) and other key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	<p>Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail:</p> <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	<p>Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following:</p> <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a handicap or disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and handicap or disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a handicap or disability and small business</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		enterprises and that offers a diverse workforce to meet service needs.
	B.16.	<p>Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:</p> <ul style="list-style-type: none"> (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract term; and (e) the contract number. <p>NOTES:</p> <ul style="list-style-type: none"> ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> • Three (3) of the larger accounts currently serviced by the vendor. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <ul style="list-style-type: none"> (a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Proposer to: <ul style="list-style-type: none"> (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); (ii) sign <u>and</u> date the completed, reference questionnaire; (iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). (d) <u>Do NOT open the sealed references upon receipt.</u> (e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	
		<p>NOTES:</p> <ul style="list-style-type: none"> ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under <u>no</u> obligation to clarify any reference information. 	
<p>SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): <i>(maximum possible score = 30)</i></p>			
<p><i>State Use – Evaluator Identification:</i></p>			

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	For each of the Scope of Services Core Requirements (<i>Pro Forma</i> Contract Sections A.3, A.4, and A.5), provide an <u>overview-level</u> narrative. Each of these narratives should meet the following requirements: <ul style="list-style-type: none"> For each Core Requirement (<i>Pro Forma</i> Contract Sections A.3, A.4, and A.5) the narrative should clearly explain how the Proposer will provide the requirement in question. Each narrative shall provide sufficient detail to show how the Proposer's offering (or set of offerings) fully meets the relevant <i>Pro Forma</i> Contract requirement. For a multi-user membership option (<i>Pro Forma</i> Contract Section A.4.a.i), the narrative must detail any usage restrictions that apply; for example, limits on the number of users. 		25	
	C.2.	For <i>Pro Forma</i> Contract Section A.3.a, "IT Topics," the Proposer must also complete the "Proposer Response" column of RFP Attachment 6.7 for each IT Topic line item listed. Each response must describe <u>in detail</u> how the Proposer's offering will meet the State's Core Research & Advisory services requirements.		25	
	C.3.	Describe all methods and materials, such as copies of electronic research reports via email or a Website, conferences or seminars, and analyst-written blogs, by which core research findings are delivered and presented (<i>Pro Forma</i> Contract Section A.6).		5	
	C.4.	Describe all means by which core advisory services (interactive access to analysts) are provided (<i>Pro Forma</i> Contract Section A.6).		5	
	C.5.	Describe technical areas where consulting is available and the general lead time required to provide consulting services.		10	
	C.6.	Provide titles, definitions, and qualifications of <u>all</u> available		10	

RFP ATTACHMENT 6.2. — SECTION C (continued)

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
		Proposer IT-related consultant roles. (Note: Do <u>not</u> include cost in the response to this section.)			
	C.7.	Describe generally the types of research and advisory service products, topics, and events that would be available to the State for ad hoc purchase in accordance with <i>Pro Forma</i> Contract Section A.9."		5	
	C.8.	Provide five (5) temporary memberships (user ID and password) for evaluators. See RFP Attachment 6.8. <u>Note:</u> Access to Proposer's research and advisory service materials must allow the Proposal Evaluation Team full research inquiry privileges. The keys will be used to access the research and advisory services during the evaluation period. The evaluator(s) will select article(s) from the Proposer's research materials to evaluate.		15	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> Total Raw Weighted Score <hr style="width: 50%; margin: 0 auto;"/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div style="text-align: center;"> X 40 <i>(maximum possible score)</i> </div> <div style="text-align: center;"> = SCORE: </div> </div>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.**COST PROPOSAL & SCORING GUIDE***NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED*

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

The Proposer must enter only one rate/percentage discount per cost cell; the proposer must NOT enter more than one rate/percentage discount or a range of rates/percentage discounts in a single cost cell. The Proposer must NOT add any other information to the Cost Proposal.

The Proposer may enter zero (0) in a required proposed cost cell; however, the Proposer may not leave any proposed cost cell blank. For evaluation and contractual purposes, the State shall interpret a blank Proposed Cost cell as zero (0).

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	
PROPOSER LEGAL ENTITY NAME:	

Proposed Percentage Discounts

The Proposer must enter the Proposed Percentage Discounts into the following table (“Proposed Percentage Discounts Table”). The Proposer may propose the same percentage for both discounts; however, **the Proposer should not propose a lesser discount for the Percentage Discount for Cumulative Dollars Spent over \$75,000.00 than the Percentage Discount for Cumulative Dollars Spent of \$75,000.00 and under.** The State expects a higher discount for the more dollars spent.

Contract Section C3 Cumulative Percentage Discount Threshold Item Description	Proposed Percentage Discount
Percentage Discount for Cumulative Dollars Spent of \$75,000.00 and under in any given Contract year – percentage should be limited to two decimal places (e.g., 20.25%)	Number % per item
Percentage Discount for Cumulative Dollars Spent over \$75,000.00 in any given Contract year – percentage should be limited to two decimal places (e.g., 30.25%)	Number % per item

Membership Evaluation Scenario (Note: This scenario is for evaluation purposes only and does not necessarily reflect the State’s full purchasing intent.)

The State will use the following table (“Membership Evaluation Scenario”) to evaluate the Proposed Percentage Discounts.

The Proposer must enter, into the Membership Evaluation Scenario table, the “Membership Option Title” and “List Price” from the Proposer’s publicly available price lists and the “Quantity” that would be required for the State to purchase the following:

- 1) Access to the Core Research and Advisory Coverage defined in Contract Section A.3. for **eight (8)** State users
- 2) Analyst access defined in Contract Section A.6.f. for **at least three (3) of the eight (8)** State users

The State understands that each Proposer may need to use one or more Membership Option Titles with varying Quantities to provide the required access. The Proposer should use a different row for each required Membership Option Title; however, the Proposer does not have to complete all rows in the table. The Proposer should only complete the number of rows required for their Membership Option to meet the State’s user requirements.

The following lists example responses to the Membership Evaluation Scenario. These examples are included only to assist the Proposer in understanding how to propose. **The examples are not meant as an exhaustive list of the possible Membership Option Titles and Quantity combinations that a Proposer may need to use to provide the required State access.**

RFP ATTACHMENT 6.3. (continued)

Example 1: A Proposer with a Multi-User Membership Option may be able to enter one (1) Membership Option Title into the table with a quantity of one (1) if the Multi-User Membership Option will allow all eight (8) State users access to the Core Research and Advisory Coverage defined in Contract Section A.3. and at least three (3) State users analyst access defined in Contract Section A.6.f.

Example 2: A Proposer with a Multi-User Membership Option may have to enter two (2) Membership Option Titles into the table – one Membership Option Title with a Quantity of one (1) to allow five (5) State users access to the Core Research and Advisory Coverage defined in Contract Section A.3 and a second Membership Option Title with a quantity of one (1) to allow three (3) State users access to the Core Research and Advisory Coverage defined in Contract Section A.3. and analyst access defined in Contract Section A.6.f.

Example 3: A Proposer with a Single User Membership Option may be able to enter one (1) Membership Option Title into the table with a Quantity of eight (8) if the Single User Membership Option will allow all eight (8) State users access to the Core Research and Advisory Coverage defined in Contract Section A.3. and at least three (3) State users analyst access defined in Contract Section A.6.f.

Example 4: A Proposer with a Single User Membership Option may have to enter two (2) Membership Option Titles into the table – one Membership Option Title with a Quantity of five (5) to allow five (5) State users access to the Core Research and Advisory Coverage defined in Contract Section A.3 and a second Membership Option Title with a quantity of three (3) to allow three (3) State users access to the Core Research and Advisory Coverage defined in Contract Section A.3. and analyst access defined in Contract Section A.6.f.

Membership Option Title	List Price	Quantity	State Use Only
			Total Cost Before Discount
Membership Option Title	\$ Number	Number	
Membership Option Title	\$ Number	Number	
Membership Option Title	\$ Number	Number	
Membership Option Title	\$ Number	Number	
Membership Option Title	\$ Number	Number	
Membership Option Title	\$ Number	Number	
Membership Option Title	\$ Number	Number	
Membership Option Title	\$ Number	Number	
The RFP Coordinator will sum the Total Cost Before Discount to calculate the Membership Evaluation Scenario Cost . Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			

RFP ATTACHMENT 6.3. (continued)

The State will apply the appropriate Proposed Percentage Discount from the Proposed Percentage Discount Table to the Membership Evaluation Scenario Cost based on the cumulative amount using the \$75,000 threshold.

State Use Only		
Section A: Membership Evaluation Scenario Cost	Proposed Percentage Discount (from the Proposed Percentage Discount Table)	Evaluation Cost (Membership Evaluation Scenario Cost minus (Membership Evaluation Scenario Cost x Proposed Percentage Discount))
Membership Evaluation Scenario Cost of \$75,000.00 or under (equals Membership Evaluation Scenario Cost up to a maximum of \$75,000)		
Membership Evaluation Scenario Cost over \$75,000.00 (equals Membership Evaluation Scenario Cost minus \$75,000; will be zero if Membership Evaluation Scenario Cost is \$75,000 or less)		
SECTION A: EVALUATION COST AMOUNT (sum of Evaluation Costs above): The RFP Coordinator will use this sum and the formula below to calculate the Percentage Discount Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.		
lowest evaluation cost amount from <u>all</u> proposals <hr style="width: 50%; margin: 0 auto;"/> evaluation cost amount being evaluated		x 20 (maximum section A score) = SCORE:
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>		

Section B: Consulting Services Hourly Rates	Proposed Cost					State Use ONLY		
	Year 1 (12/01/2012— 11/30/13)	Year 2 (12/01/2013— 11/30/14)	Year 3 (12/01/2014— 11/30/15)	Year 4 (12/01/2015— 11/30/16)	Year 5 (12/01/2016— 11/30/17)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Consultant With Greater Than 15 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour		200	

RFP ATTACHMENT 6.3. (continued)

Section B: Consulting Services Hourly Rates	Proposed Cost					State Use ONLY		
	Year 1 (12/01/2012— 11/30/13)	Year 2 (12/01/2013— 11/30/14)	Year 3 (12/01/2014— 11/30/15)	Year 4 (12/01/2015— 11/30/16)	Year 5 (12/01/2016— 11/30/17)	Sum	Evaluation Factor	Evaluation Cost (sum x factor)
Consultant With 10 Years To 15 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour		200	
Consultant With 5 Years To Less Than 10 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour		100	
Consultant With Less Than 5 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour		100	
SECTION B: EVALUATION COST AMOUNT (sum of evaluation costs above): The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from <u>all</u> proposals <hr/> evaluation cost amount being evaluated						x 10 (maximum section B score)	= SCORE:	
State Use – RFP Coordinator Signature, Printed Name & Date:								

EVALUATION COST PROPOSAL SCORE	
TOTAL COST PROPOSAL SCORE (The RFP Coordinator will add the final SCORES from the Evaluation Cost Calculations in Sections A and B) =:	
State Use – RFP Coordinator Signature, Printed Name & Date:	

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 31701-03068 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: **PROPOSER NAME** (completed by proposer before reference is requested)

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) **What services does /did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?**

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

RFP # 31701-03068 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.
- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?
- (8) In what areas of service delivery does /did the reference subject excel?
- (9) In what areas of service delivery does /did the reference subject fall short?
- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

RFP # 31701-03068 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least						most
satisfied	—	—	—	—	—	satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this
request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.**PROPOSAL SCORE SUMMARY MATRIX**

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						

RFP Coordinator Signature, Printed Name & Date:

RFP # 31701-03068 *PRO FORMA* CONTRACT

The *pro forma* contract detailed in following pages of this exhibit contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Contractor Legal Entity Name, hereinafter referred to as the "Contractor," is for the provision of research and advisory services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.

Contractor Place of Incorporation or Organization: Location

Contractor Edison Registration ID # Number

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. General Scope.

The Contractor shall provide Core Research and Advisory Services covering the information technology (IT) field, Consulting Services for State IT projects, and other IT-related research services as defined in this Contract.

A.3. Core Research and Advisory Services Coverage.

The Contractor shall provide Research and Advisory Services coverage for the following core IT topic areas, economic/business segments, and types of research.

a. IT Topics (further described in Contract Attachment C):

- i. Infrastructure
- ii. Asset Management
- iii. Systems Management
- iv. Disaster Recovery
- v. Help Desk Management
- vi. Enterprise Networking and Communications
- vii. Mobile Communications and Technologies
- viii. Cloud Computing, including Public/Private/Hybrid clouds, Infrastructure as a Service, Platform as a Service, and Software as a Service
- ix. Web Services
- x. Data Warehousing
- xi. Business Intelligence
- xii. Geographic Information Systems
- xiii. Database Technology, Information Management, Big Data
- xiv. Collaboration, including Content Management
- xv. Applications and Application Development
- xvi. Enterprise Applications and Packaged Applications
- xvii. Information Security
- xviii. Commercial Software Licensing (e.g. Microsoft, Oracle) and Contract Management
- xix. Strategic Planning and Enterprise Architecture
- xx. Management of IT Organizations
- xxi. Advanced & Emerging Technologies

- b. Economic/Business Sectors:
 - i. Government: Addresses Federal, State and Local Government issues and concerns, such as legislative mandates/trends, privacy issues, funding strategies, bureaucratic policies and practices, resource constraints, government methodologies, procurement.
 - ii. Education
 - iii. Finance
 - iv. Health Care
 - v. Customer service
 - vi. Business Processes
- c. Types of Research:
 - i. Best Practices
 - ii. Benchmarking, Metrics
 - iii. Vendor and Product Comparisons, Vendor SWOT analysis
 - iv. Technology and Marketplace Status and Trends
 - v. Models, Calculators, Toolkits
 - vi. Self-assessment tools
 - vii. Templates
 - viii. Methodologies
 - ix. Surveys

A.4 Core Research and Advisory Services Access and Management.

a. Membership Accounts.

The Contractor must provide at least one membership option, Multi-User Membership Option or Single User Membership Option, as defined below that provides the Core Research and Advisory Services Coverage defined in Contract Section A.3. The Contractor must provide both membership options if both options are generally available to customers.

i. Multi-User Membership Option.

The Contractor shall provide a multi-user (team or workgroup) membership that includes analyst access.

The Contractor shall provide a multi-user (team or workgroup) membership that does not include analyst access (research only).

ii. Single User Membership Option.

The Contractor shall provide a single user membership that includes analyst access.

The Contractor shall provide a single user membership that does not include analyst access (research only).

- b. The State shall designate the individuals who will have access to purchased memberships (Named Users). Access will be limited to the purchased number of memberships and number of associated Named User(s) that the membership allows.
- c. The State shall have the right to reassign Named Users to or from purchased memberships (remove a Named User from access or substitute one Named User for another) at its sole discretion and at no additional cost to the State. The State will notify the Contractor of all Named User changes in writing (including via e-mail). The State will

follow Contractor procedures for reassignment of Named Users as long as these procedures do not conflict with the terms of this Contract. The Contractor shall effect requested changes within five (5) business days from the request date.

- d. The Contractor shall provide the State a means to review membership utilization by Named User.

A.5. Core Research and Advisory Services Target Audience.

The Contractor shall provide Research and Advisory Services that support State staff at the following organizational levels. This requirement may be met by providing the option to purchase more than one type of research product/service membership offering.

- a. Technical staff, such as engineers, and their direct supervisors charged with implementing and operating the State's IT infrastructure and platforms including enterprise IT services such as e-mail.
- b. Technical managers responsible for management, oversight, and decision making regarding individual information technologies or services.
- c. Executive IT managers, such as the State's Chief Information Officer (CIO) and the CIO's direct reports, responsible for management and decision making regarding broad or multiple integrated or related information technologies or services.

A.6. Core Research and Advisory Services Product and Service Delivery and Acceptable Use.

- a. The Contractor shall make all purchased research materials available to membership holders via the Internet using a Web browser.
- b. The Contractor shall provide all purchased research materials that are normally published in a format designed for printing such as electronic softcopy in Adobe Portable Document Format (PDF). Materials normally published only online (such as an analyst blog) are exempt from this requirement.
- c. The Contractor shall provide the ability to send purchased research materials to membership holders via electronic mail. A Uniform Resource Locator (URL) may be used to provide access to materials normally published only online (such as an analyst blog).
- d. The State shall be able to distribute printed or electronic copies of purchased research materials internally in accordance with Contract Section E.13.
- e. The State acknowledges that printed Research and Advisory Services information provided is as of the publication date and that the Contractor has no obligation to advise the State of any change in the information.
- f. The Contractor shall provide analyst access, where purchased, as follows:
 - i. The Contractor shall respond to the State's advisory session (analyst access) request within two (2) business days of receiving the request. (A business day is defined as 8:00 am CT to 4:30 pm CT Monday through Friday, excluding official state holidays.) The response shall include proposed advisory session scheduling options (based on analyst availability) for the following ten (10) business days.
 - ii. Advisory sessions shall be held within ten (10) business days of the request unless the State agrees in advance to a longer schedule for a specific session.

- iii. The Contractor shall make analysts available by telephone or e-mail. Analysts shall respond to Contractor-authorized email inquiries within two (2) business days.
- iv. The Contractor shall provide the State any recordings made of a State advisory session with an analyst upon request (if such a recording exists) at no additional cost to the State.

A.7 Consulting Services Engagement Initiation.

The Contractor shall provide consulting services for special limited purpose projects for the IT topics described in Contract Section A.3 and Contract Attachment C, as requested and authorized by the State.

- a. The State will request a consulting services engagement by submitting a Statement of Work to the Contractor. The Statement of Work will define the State's expected scope of the consulting project.
- b. The Contractor may seek clarification from the State. If the Contractor decides to take on the engagement, it shall respond to the Statement of Work with a written proposal that must include the following:
 - i. Complete description of the work to be performed as the Contractor understands it;
 - ii. Work plan showing the major activities needed to complete the engagement, including a time frame, tasks, and resource loading (based on the consultant roles listed in Contract Section C.3.b.ii);
 - iii. Staffing plan with brief description of each proposed consultant's experience and the hours required for each consultant role. The Contractor shall build the project team for each engagement using the consultant roles listed in Contract Section C.3.b.ii. The State reserves the right to question the composition of, and request changes to, the proposed project team;
 - iv. Maximum consulting services cost, which the Contractor shall calculate by using the Consulting Services hourly rates set forth in Section C.3.b.ii of this Contract. The hourly rates shall be fully loaded to include all costs, administrative or otherwise, including travel expenses that the Contractor expects to charge. The State will not pay any costs for special limited purpose projects apart from hourly rates;
 - v. This maximum consulting services cost shall be a "not to exceed" total cost; the State shall pay no more than this cost for the consulting services engagement unless amended by the State due to requirement changes which may increase the maximum potential compensation due the Contractor for the requested services. See Contract Section C.5.a.(11) for invoicing requirements regarding hourly rates.
- c. The State may request clarification of the Contractor's proposal. The Contractor shall update its proposal if and as needed and re-submit the proposal to the State.
- d. The State has the sole discretion to accept the Contractor's proposal and authorize the engagement or reject the proposal in its entirety and cancel the engagement request.

A.8. Consulting Services Engagement Execution and Closure.

- a. The Contractor shall provide periodic written (formal) status reports to the State during the engagement. Status report frequency will be based on the length of the engagement, but will be no more often than weekly. The State may request additional informal status updates as it deems necessary. Formal status reports shall cover:
 - i. Schedule conformance (actual work accomplished versus planned work),

- ii. If behind schedule, reasons and planned action(s) to catch up,
 - iii. Any anticipated likely risks to completion of the engagement scope in the planned time frame.
- b. The Contractor shall document the engagement by providing a detailed written report to the State as the final engagement deliverable. The final report shall include the following:
- i. Problem statement identifying the engagement object of study and describing clearly why the State initiated the engagement.
 - ii. Observations of the current state of engagement object of study.
 - iii. Findings including an analysis of the observations.
 - iv. Recommended practical future state of the engagement object of study.
 - v. Recommendations or action plan to reach the future state with projected time line where applicable.
- c. The State will review the final report for fitness for use. The State may require revisions to the report. State acceptance of the report closes the engagement work.

A.9. Other Research and Advisory Services.

The Contractor shall provide the State with the capability to make ad hoc purchases of all other available Contractor Research and Advisory Services **not** included in the purchased memberships or considered consulting services engagements. Such items may include conference or seminar attendance; individual research reports; recorded presentations (slideshows, video, audio, or webinars); or on-site analyst sessions. The Contractor shall provide all other available Contractor Research and Advisory Services to the State in accordance with Contract Section C.3.b.

A.10. Account Support.

The Contractor shall assign an Account Representative who will be the State's primary point of contact for services. The Contractor shall notify the State in writing of any change in the Account Representative assignment as soon as possible, but in any event no later than five (5) business days following such change.

A.11. On-site Briefing.

The Contractor shall provide one (1) on-site briefing annually to the State for every one (1) multi-user (team or workgroup) membership (with analyst inquiry or with no analyst inquiry) and/or every four (4) single user memberships (with analyst inquiry or with no analyst inquiry) purchased. The State, in discussion with the Contractor, will select the technology and/or management issue to be addressed for the briefings. No additional fees shall be paid to the Contractor for the briefing.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning December 1, 2012, and ending on November 30, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount (\$Number). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred

or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:
 - i. Percentage Discount.
The Contractor shall be compensated for Core Research and Advisory Services and Other Research and Advisory Services based on the following percentage discount:

Cumulative Percentage Discount Threshold	Percentage Discount (per compensable increment)
Percentage Discount for Cumulative Dollars Spent of \$75,000.00 and under	Number % per item
Percentage Discount for Cumulative Dollars Spent over \$75,000.00	Number % per item

- (1) The Cumulative Dollars Spent that determines the Percentage Discount Thresholds will start over at the beginning of each contract year. Cumulative Dollars Spent is the sum of all items invoiced during that contract year. That is, each invoice submitted should be discounted as though the invoice amount already has been accumulated.
- (2) The Percentage Discounts in Contract Section C.3.b.i above are applicable for the term of the Contract.
- (3) All items in the Scope of Services (Contract Sections A.3, A.4, A.5, A.6, A.9, and Contract Attachment C) are included in the Percentage Discount Thresholds, with the exception of the Consulting Services.
- (4) The Contractor agrees to apply the appropriate discount to the publically available prices (list price) for the Core Research and Advisory Services and Other Research and Advisory Services. Monthly invoices must include proof of list price and discount price given for each item purchased.

ii. Consulting Services Payment Methodology.

The Contractor shall be compensated for Consulting Services (Contract Sections A.7 and A.8), based on the following hourly rates.

Consulting Services Hourly Rates	Amount (per compensable increment)				
	Year 1 (12/01/2012 — 11/30/13)	Year 2 (12/01/2013 — 11/30/14)	Year 3 (12/01/2014 — 11/30/15)	Year 4 (12/01/2015 — 11/30/16)	Year 5 (12/01/2016 — 11/30/17)
Consultant With Greater Than 15 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Consultant With 10 Years To 15 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Consultant With 5 Years To Less Than 10 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour
Consultant With Less Than 5 Years IT-Related Experience	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour	\$ Number per Hour

- c. Compensation to the Contractor for Consulting Services shall not exceed One Million Dollars (\$1,000,000.00) during the term of the Contract. In the event that the State's use of Consulting Services necessitates an increase in the cap listed in this section, the State shall amend the contract to increase the Consulting Services cap and the State's maximum liability, and this amendment shall be based upon rates provided for in the original Contract.
- d. The Contractor shall not be compensated for travel time to the primary location of service provision.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

William Hafley
Tennessee Department of Finance and Administration
312 Rosa L. Parks Ave, 17th Floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Department of Finance and Administration, Office for Information Resources (OIR)
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (**name & consultant role required for Consulting Services Engagements**) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours (**required per consultant role for Consulting Services Engagements**), or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).

- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification

protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

William Hafley
 Tennessee Department of Finance and Administration
 312 Rosa L. Parks Ave, 17th Floor
 Nashville, TN 37243
William.Hafley@tn.gov
 Telephone # 615-741-7196
 FAX # 615-741-6164

The Contractor:

Contractor Contact Name & Title
 Contractor Name
 Address
 Email Address
 Telephone # Number
 FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. State Ownership of Work Products. With the exception of pre-existing Contractor intellectual property (Contractor Materials) contained therein, the State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including deliverables, created, designed, or developed solely for the State under this Contract during a consulting services engagement, as defined in Contract Sections A.7 and A.8. The State shall have royalty-free and exclusive rights to use, disclose, reproduce, or publish within State government and for State business purposes, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law. Notwithstanding the foregoing, the State may share work products (i) with State oversight authorities, (ii) with third parties who are engaged by the State to review, implement, or further

research the topics contained in the work products (such third parties will be advised of work product confidentiality), and (iii) as required by State or Federal law.

- a. Contractor Ownership of Services and Intellectual Properties. The Contractor shall retain ownership right, title, and interest (including copyright where legally applicable) of their Services and intellectual properties (Contractor Materials). Contractor Materials are pre-existing documents or information developed by the Contractor without using State money or resources, and identified as such in all work products submitted to the State.
 - b. Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - c. Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
 - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
 - d. any technical specifications provided to proposers during the procurement process to award this Contract;
 - e. the Contractor's proposal seeking this Contract.
- E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-31701-03068 (RFP Attachment 6.2, Section B, Item Ref. B.15) and resulting in this Contract.
- The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.
- E.11. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.

E.12. Monitoring and Compliance. Upon request of the Contractor and no more often than once during each one hundred eighty (180) day period of the Contract, the State agrees to provide the Contractor with available records or other relevant evidence, such as a written letter of confirmation, of State compliance with the Contract regarding use of the Contractor's online research and advisory services. The Contractor or designated independent representative may conduct reviews of the State's records to verify compliance with this Contract. Any such review shall be limited to an examination of data that is relevant to determining the use of the Contractor's online research and advisory services. These reviews shall be by mutual agreement during the State's regular business hours upon no less than two (2) weeks notice.

E.13. Use of Research and Advisory Services.

- a. Definitions. In the following provisions defining the allowable use of research and advisory services, the terminology employed shall have the following meanings:
 - i. "Research Event." An instance in which a Named User accesses and/or downloads Research Documents for the State's business purposes and the State then makes use of the Research Documents to derive conclusions relevant to the event.
 - ii. "Research Team." A collection of one or more Research Team Members assigned to work on a Research Event.
 - iii. "Research Team Member." An individual assigned to a Research Team. This individual may work for the Department of Finance and Administration, Office for Information Resources (F&A/OIR), or may work for an entity listed in Contract Attachment B. The entities named in Contract Attachment B are not fixed and may change from time to time; however, regardless of these changes, such entities shall always remain within State government. Contract Attachment B does not, and will not, include the Tennessee Board of Regents and The University of Tennessee. A Research Team Member may or may not be a Named User.
 - iv. "OIR-Managed Research Event." Refers to Research Event that is directly managed by F&A/OIR.
 - v. "Non-OIR-Managed Research Event." Refers to a Research Event that is not managed by F&A/OIR.
 - vi. "Chain of Command." Management personnel within State government that are hierarchically above, and/or that have authority over, a Research Team.
- b. Authorized State Use.
 - i. OIR-Managed Research Event. For an OIR-Managed Research Event, a Named User may, for the State's own business purposes and at no additional cost, distribute copies of Research Documents, in electronic or other formats, to the Research Team, the Research Team Members, and/or the Chain of Command associated with the event. Such distribution shall be limited only to those individuals with a job-related "need to know" and shall be for defined State business purposes, such as the research of IT trends, IT-related business issues, products and /or best practices.
 - ii. Non-OIR-Managed Research Event. For a Non-OIR-Managed Research Event, a Named User may, for the State's own business purposes and at no additional cost, distribute one (1) copy of Research Documents, in print form, to a State-designated Research Team Member. This Research Team Member may circulate this same copy of the Research Document to other Research Team Members and/or the Chain of Command associated with the event. Such circulation shall be limited only to those individuals with a job-related "need to know" and shall be for defined State business purposes, such as the research of IT trends, IT-related business issues, products and /or best practices.

- iii. The State may make limited copies and/or excerpts from individual Research Documents for internal presentations or reports associated with OIR-Managed or Non-OIR-Managed Research Events, provided the excerpt is within the limits of "fair use" under applicable copyright law.
- c. Restrictions on State Use. The State may not reproduce or distribute Research Documents, to individuals not authorized as recipients under the terms of Contract Section E.13.b, either by electronic means or otherwise without the Contractor's prior written permission. Research documents, in and of themselves, are not Work Products as defined in Contract Section E.7, and are governed by the intellectual property provisions of E.7.a. This E.13.c provision does not apply to any disclosure authorized by this Contract or required by State or Federal law.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

MARK A. EMKES, COMMISSIONER

DATE

ATTACHMENT A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B**State Agencies, Boards, and Commissions**

Alcoholic Beverage Commission
Bureau of Ethics and Campaign Finance
Bureau of TennCare
Commission on Aging
Comptroller of the Treasury
Corrections Institute
Department of Agriculture
Department of Children's Services
Department of Commerce & Insurance
Department of Correction
Department of Economic & Community Development
Department of Education
Department of Environment & Conservation
Department of Finance & Administration
Department of Financial Institutions
Department of General Services
Department of Health
Department of Human Resources
Department of Human Services
Department of Intellectual and Developmental Disabilities
Department of Labor & Workforce Development
Department of Mental Health
Department of Military
Department of Revenue
Department of Safety
Department of Tourist Development
Department of Transportation
Department of Veterans Affairs
District Attorneys General
District Public Defenders
Legislature (General Assembly)
Office of Attorney General and Reporter
Office of the Governor
State Board of Education
State Museum
Tennessee Administrative Office of the Courts
Tennessee Advisory Commission on Intergovernmental Relations (TACIR)
Tennessee Arts Commission
Tennessee Board of Probation & Parole
Tennessee Bureau of Investigation
Tennessee Commission on Children & Youth
Tennessee Department of State (Secretary of State)
Tennessee Health Services and Development Agency
Tennessee Higher Education Commission
Tennessee Human Rights Commission
Tennessee Registry of Election Finance
Tennessee Regulatory Agency (TRA)
Tennessee Treasury Department
Tennessee Student Assistance Corporation (TSAC)
Tennessee Wildlife Resources Agency
Tennessee's Rehabilitative Initiative in Correction (TRICOR)

ATTACHMENT C

IT Topic Details

Ref #	IT Topic Details, Contract Section A.3
i.	<p>Infrastructure - infrastructure is the physical hardware, software, and communications used to deliver IT services to users.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Hardware platforms (Mainframe, UNIX, Desktop, Mobile Devices) • Operating Systems (Mainframe, UNIX, Linux, Desktop, Mobile, Windows XP, Windows 7, Windows Server, IOS) • Network Operating Systems (NOS) • Application/Database Server Operating Systems • Communications
ii.	<p>Infrastructure – Asset Management</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Contracting for Software • Implementation of SAM tools <ul style="list-style-type: none"> • Manage software licensing costs • Maintain software license inventories • Software disposal • IT Hardware Asset Management <ul style="list-style-type: none"> • Manage IT Hardware maintenance license costs • Maintain IT Hardware inventories
iii.	<p>Systems Management</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Storage Management – file backup and archiving in a way that uses storage devices economically and without the user needing to be aware of when files are being retrieved from backup storage media. • Backup/Retrieval - copying files or databases so that they will be preserved in case of equipment failure or other catastrophe • Software Distribution - management and facilitation of every aspect of deployment or migration of software • Performance Monitoring & Tuning - includes host systems and network performance monitoring • Online Access (TP Monitors & Internet Access) • Systems & Operating Systems • Capacity Planning and Management the process to predict the types, quantities, and timing of critical resource capacities needed within an infrastructure to meet forecasted workloads • Configuration Management the process of identifying and defining the Configuration items in a system, recording and reporting the status of Configuration items and Requests For Change, and verifying the completeness and correctness of Configuration items.
iv.	<p>Disaster Recovery</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Business Continuity Planning • Disaster Recovery Plan (DRP) - how an organization plans to deal with potential disasters and recovery situations. • Enterprise Risk Management - process of planning, organizing, leading, and controlling the activities of an organization in order to minimize the effects of risk on an organization's capital and assets.
v.	<p>Help Desk Management - A help desk usually consist of special software to help analyze problems and a group of experts using software to help track the status of problems (for</p>

Ref #	IT Topic Details, Contract Section A.3
	<p>example, the status of a company's telecommunications network).</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Provision of centralized problem resolution help to users within an enterprise • Management Support Issues and trends
vi.	<p>Enterprise Networking/Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Data Networking (WAN, LAN, MAN, SAN, Backbone Network, VPN) • Cabling (WAN, LAN, Voice) • Mobile/Point-to-Point Wireless (Wireless Protocol, Antenna, Wireless Transport) • Voice (Commercial C/O Service, PBX Trunks, Premise Based Systems, VMS, Business Lines, Backbone Transport, Long Distance, Call Center Management) • Video (Circuit/Carrier, Video Protocols, Telemedicine Peripherals, CSU/DSU, Modems, Video CODEC, Document Camera, Video Switches, Video Bridge) • IPT / VoIP (WAN, LAN, Voice, Mobile, Wifi, Wimax) • IP Telephony • Radio (e.g. 800 MHz, 700 MHz)
vii.	<p>Mobile Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <p>Wireless communications such as:</p> <ul style="list-style-type: none"> • Convergence of mobile devices • Smartphones • Tablets • Global Positioning System (GPS) • Wireless LANs • Wireless Applications • Handheld Devices – term for any small mobile hand-held device that provides computing and information storage and retrieval capabilities for personal or business use
viii.	<p>Cloud Computing</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Public/Private/Hybrid Clouds • Infrastructure as a Service • Platform as a Service • Software as a Service
ix.	<p>Web Services</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Web Services Infrastructure • Web Access • Web Server - a program that, using the client/server model and the Internet's Hypertext Transfer Protocol (HTTP), serves the files that form Web pages • Web Application Server - the application server combines or works with a Web (Hypertext Transfer Protocol) server, Java .Net, PHP • Portal - a major entry site for users to connect to the Web or that users tend to visit as an anchor site • Web Publishing - Design, develop, and maintenance of Web content • Authoring Tools
x.	<p>Data Warehousing - A data warehouse is a central repository for all or significant parts of the data that an enterprise's various business systems collect.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Data Analysis <ul style="list-style-type: none"> ○ OLAP ○ ROLAP ○ HOLAP(Hybrid)

Ref #	IT Topic Details, Contract Section A.3
	<ul style="list-style-type: none"> • Database Management System • Data Mart • Repository • Extract, Transform, and Load • Warehouse Design
xi.	<p>Business Intelligence - applications and technologies for gathering, storing, analyzing, and providing access to data to help enterprise users make more informed business decisions.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Decision support systems • Query and reporting • Online and relational analytical processing (OLAP/ROLAP/HOLAP)Hybrid • Statistical analysis • Forecasting • Data Mining
xii.	<p>Geographic Information Systems (GIS) enables you to envision the geographic aspects of a body of data. Facilitates analysis or query of data through spatial presentation.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Government Applications • Tools & Utilities • Databases • Query & Analysis • Repository
xiii.	<p>Database Technology, Information Management, Big Data</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Database Design <ul style="list-style-type: none"> ○ Issues and approaches involved in the design of a database ○ Architecture/theory ○ Data modeling ○ Database normalization ○ Metadata • Database Management System • Database Change Management • Database Monitoring • Data Availability <ul style="list-style-type: none"> ○ Backup/Recovery • Data Movement <ul style="list-style-type: none"> ○ Archive ○ Migration ○ Replication ○ File Transfer • Data Quality <ul style="list-style-type: none"> ○ Cleansing ○ Transformation • Data Access <ul style="list-style-type: none"> ○ Query/Reporting ○ Data Analysis • Database Middleware • Data Security
xiv.	<p>Collaboration</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Automated Data Capture <ul style="list-style-type: none"> • Capture and conversion of paper-based and electronic forms into digital data • Electronic Forms • Content Management <ul style="list-style-type: none"> ○ Manages the content of a Web site

Ref #	IT Topic Details, Contract Section A.3
	<ul style="list-style-type: none"> • Document Management <ul style="list-style-type: none"> ○ Services for organizing, managing, and routing electronic documents ○ Ability to store, locate and retrieve information throughout a document's life cycle • Imaging – electronic capture, storage, management, communication and retrieval of documents • Workflow • Instant Messaging • Electronic Mail • Directory Services • Global Directory Services • Office Productivity Tools <ul style="list-style-type: none"> ○ Desktop Publishing ○ Spreadsheet ○ Word Processing ○ Presentation • List Management Software - handles subscription requests for a mailing list and distributes new messages, newsletters, or other postings from the list's members • Project Management • Business Process Management • Program Management
xv.	<p>Applications & Application Development</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Application Development Tools & Utilities • Application Integration • Application Development Languages (Mainframe, UNIX, Desktop, and Mobile platforms) • Application Server • Change Management • Output Management • Printed and online output documents • Microfiche • Online output document viewing, etc. • Application Testing • Application Security
xvi.	<p>Enterprise Applications & Packaged Applications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Enterprise Resource Planning (ERP) -A broad set of activities supported by multi-module application software that helps a business or government manage the important administrative components of its business <ul style="list-style-type: none"> ○ Planning, accounting, budgeting, employee services, purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders. • Customer Relationship Management (CRM) - an information industry term for methodologies, software, and usually Internet capabilities that help an enterprise manage customer relationships in an organized way. • Other Enterprise/Packaged Applications
xvii.	<p>Information Security</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • System Security • Network Security – <ul style="list-style-type: none"> ○ Monitoring of networks and critical hosts for unusual or suspicious activity ○ Firewalls ○ Intrusion Detection & IDS log analysis ○ Forensic analysis ○ Virus Protection ○ Network architecture assessment and design ○ User and Design Authentication

Ref #	IT Topic Details, Contract Section A.3
	<ul style="list-style-type: none"> • Vulnerability assessment and remediation • Physical Security • Encryption Methods (storage & transit) & Tools • Certification and Accreditation
xviii.	<p>Commercial Software Licensing & Contract Management</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Negotiation of software/hardware/IT service agreements more effectively, aligning contracts to the company's overall business strategy • Review of Procurements (RFPs, ITBs, Contracts) & provision of feedback related to the RFP
xix.	<p>Strategic Planning</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Total Cost of Ownership - designed to help enterprise managers assess both direct and indirect costs and benefits related to the purchase and maintenance of any IT component. • Enterprise Architecture – a process lifecycle as well as the outcome of thinking out and specifying the overall structure, logical components, and the logical interrelationships of a computer, its operating system, a network. • Aligning IT services with the enterprise's business goals • Organizational Issues – such as Compensation; Succession Management • Organizational Structure
xx.	<p>Management of IT Organizations</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Staffing • Training • Governance Models • Network Operations -A network operations center (NOC) is a place from which a telecommunications network is supervised, monitored, and maintained. • Data Center Operations - central data processing facility and/or the group of people who manage the company's' data processing and networks • Integrated Help Desk Operations <ul style="list-style-type: none"> ○ 24x7 Operations • Telecommuting
xxi.	<p>Advanced & Emerging Technologies</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Identification of new trends and technologies that affect businesses and governments • Determination of technologies that will have a major impact on the marketplace • Provision of technology projections for at least five (5) years

RFP ATTACHMENT 6.7.

IT Research & Advisory Services Technical Requirements

Instructions

1. The State's requirements for IT Research & Advisory Services are described in the *pro forma* Contract Scope of Services. In responding to RFP Attachment 6.3, C.2, the Proposer must use RFP Attachment 6.7 or an exact duplicate thereof to submit its responses. Each of the technical requirements as detailed in RFP Attachment 6.7, IT Research & Advisory Services Technical Requirements, **must be addressed**.
2. The Proposer must respond to each Reference Number row within the IT Research & Advisory Services Technical Requirements. For each row, in the column marked "Proposer Response", the Proposer will respond with a list of the applicable proposed Research & Advisory Service(s) with a description of the Service Coverage and number of research & advisory analysts that support these specific services. If a specific service does not exist, indicate this and provide in the "Description" whether there is available published research that covers the technical requirement. **NOTE** An individual analyst providing research and advisory services cannot be counted more than once, even if they support multiple technologies and/or services. Additionally, if a specific service overlaps multiple technical requirements, the number of analysts supporting the service should only be listed once.
3. A blank in Proposer Response for "Name(s) of proposed R & A Service Offering(s)" means that the Proposer does not have a Research & Advisory Service to cover this particular technical requirement in published research and advisory capacity. A blank in Proposer Response for number of analysts will indicate there are not any (zero) analysts to cover this particular technical requirement. A blank in Proposer Response(s) will be scored accordingly.

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
i.	<p>Infrastructure - infrastructure is the physical hardware, software, and communications used to deliver IT services to users.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Hardware platforms (Mainframe, UNIX, Desktop, Mobile Devices) • Operating Systems (Mainframe, UNIX, Linux, Desktop, Mobile, Windows XP, Windows 7, Windows Server, IOS) • Network Operating Systems (NOS) • Application/Database Server Operating Systems • Communications 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
ii.	Infrastructure – Asset Management Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Contracting for Software • Implementation of SAM tools <ul style="list-style-type: none"> • Manage software licensing costs • Maintain software license inventories • Software disposal • IT Hardware Asset Management <ul style="list-style-type: none"> • Manage IT Hardware maintenance license costs • Maintain IT Hardware inventories 		
iii.	Systems Management Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Storage Management – file backup and archiving in a way that uses storage devices economically and without the user needing to be aware of when files are being retrieved from backup storage media. • Backup/Retrieval - copying files or databases so that they will be preserved in case of equipment failure or other catastrophe • Software Distribution - management and facilitation of every aspect of deployment or migration of software • Performance Monitoring & Tuning - includes host systems and network performance monitoring • Online Access (TP Monitors & Internet Access) • Systems & Operating Systems • Capacity Planning and Management the process to predict the types, quantities, and timing of critical resource capacities needed within an infrastructure to meet forecasted workloads • Configuration Management the process of identifying and defining the Configuration items in a system, recording and reporting the status of Configuration items and Requests For Change, and verifying the completeness and correctness of Configuration items. 		
iv.	Disaster Recovery Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Business Continuity Planning • Disaster Recovery Plan (DRP) - how an organization plans to deal with potential disasters and recovery situations. 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
	<ul style="list-style-type: none"> • Enterprise Risk Management - process of planning, organizing, leading, and controlling the activities of an organization in order to minimize the effects of risk on an organization's capital and assets. 		
v.	<p>Help Desk Management - A help desk usually consist of special software to help analyze problems and a group of experts using software to help track the status of problems (for example, the status of a company's telecommunications network).</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Provision of centralized problem resolution help to users within an enterprise • Management Support Issues and trends 		
vi.	<p>Enterprise Networking/Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Data Networking (WAN, LAN, MAN, SAN, Backbone Network, VPN) • Cabling (WAN, LAN, Voice) • Mobile/Point-to-Point Wireless (Wireless Protocol, Antenna, Wireless Transport) • Voice (Commercial C/O Service, PBX Trunks, Premise Based Systems, VMS, Business Lines, Backbone Transport, Long Distance, Call Center Management) • Video (Circuit/Carrier, Video Protocols, Telemedicine Peripherals, CSU/DSU, Modems, Video CODEC, Document Camera, Video Switches, Video Bridge) • IPT / VoIP (WAN, LAN, Voice, Mobile, Wifi, Wimax) • IP Telephony • Radio (e.g. 800 MHz, 700 MHz) 		
vii.	<p>Mobile Communications</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <p>Wireless communications such as:</p> <ul style="list-style-type: none"> • Convergence of mobile devices • Smartphones • Tablets • Global Positioning System (GPS) • Wireless LANs • Wireless Applications • Handheld Devices - term for any small mobile hand-held device that provides computing and information storage and retrieval capabilities for personal or business use 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
viii.	Cloud Computing Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Public/Private/Hybrid Clouds Infrastructure as a Service Platform as a Service Software as a Service 		
ix.	Web Services Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Web Services Infrastructure Web Access Web Server -a program that, using the client/server model and the Internet's Hypertext Transfer Protocol (HTTP), serves the files that form Web pages Web Application Server - the application server combines or works with a Web (Hypertext Transfer Protocol) server, Java .Net, PHP Portal - a major entry site for users to connect to the Web or that users tend to visit as an anchor site Web Publishing - Design, develop, and maintenance of Web content Authoring Tools 		
x.	Data Warehousing - A data warehouse is a central repository for all or significant parts of the data that an enterprise's various business systems collect. Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Data Analysis <ul style="list-style-type: none"> OLAP ROLAP HOLAP(Hybrid) Database Management System Data Mart Repository Extract, Transform, and Load Warehouse Design 		
xi.	Business Intelligence - applications and technologies for gathering, storing, analyzing, and providing access to data to help enterprise users make more informed business decisions. Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Decision support systems 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
	<ul style="list-style-type: none"> • Query and reporting • Online and relational analytical processing (OLAP/ROLAP/HOLAP)Hybrid • Statistical analysis • Forecasting • Data Mining 		
xii.	<p>Geographic Information Systems (GIS) enables you to envision the geographic aspects of a body of data. Facilitates analysis or query of data through spatial presentation.</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Government Applications • Tools & Utilities • Databases • Query & Analysis • Repository 		
xiii.	<p>Database Technology, Information Management, Big Data</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Database Design <ul style="list-style-type: none"> ○ Issues and approaches involved in the design of a database ○ Architecture/theory ○ Data modeling ○ Database normalization ○ Metadata • Database Management System • Database Change Management • Database Monitoring • Data Availability <ul style="list-style-type: none"> ○ Backup/Recovery • Data Movement <ul style="list-style-type: none"> ○ Archive ○ Migration ○ Replication ○ File Transfer • Data Quality <ul style="list-style-type: none"> ○ Cleansing ○ Transformation • Data Access <ul style="list-style-type: none"> ○ Query/Reporting ○ Data Analysis 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
	<ul style="list-style-type: none"> • Database Middleware • Data Security 		
xiv.	<p>Collaboration</p> <p>Describe Research and Advisory Services coverage that includes at a minimum:</p> <ul style="list-style-type: none"> • Automated Data Capture <ul style="list-style-type: none"> • Capture and conversion of paper-based and electronic forms into digital data • Electronic Forms • Content Management <ul style="list-style-type: none"> ○ Manages the content of a Web site • Document Management <ul style="list-style-type: none"> ○ Services for organizing, managing, and routing electronic documents ○ Ability to store, locate and retrieve information throughout a document's life cycle • Imaging – electronic capture, storage, management, communication and retrieval of documents • Workflow • Instant Messaging • Electronic Mail • Directory Services • Global Directory Services • Office Productivity Tools <ul style="list-style-type: none"> ○ Desktop Publishing ○ Spreadsheet ○ Word Processing ○ Presentation • List Management Software - handles subscription requests for a mailing list and distributes new messages, newsletters, or other postings from the list's members • Project Management • Business Process Management • Program Management 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
xv.	Applications & Application Development Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Application Development Tools & Utilities • Application Integration • Application Development Languages (Mainframe, UNIX, Desktop, and Mobile platforms) • Application Server • Change Management • Output Management • Printed and online output documents • Microfiche • Online output document viewing, etc. • Application Testing • Application Security 		
xvi.	Enterprise Applications & Packaged Applications Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • Enterprise Resource Planning (ERP) -A broad set of activities supported by multi-module application software that helps a business or government manage the important administrative components of its business <ul style="list-style-type: none"> ○ Planning, accounting, budgeting, employee services, purchasing, maintaining inventories, interacting with suppliers, providing customer service, and tracking orders. • Customer Relationship Management (CRM) - an information industry term for methodologies, software, and usually Internet capabilities that help an enterprise manage customer relationships in an organized way. • Other Enterprise/Packaged Applications 		
xvii.	Information Security Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> • System Security • Network Security – <ul style="list-style-type: none"> ○ Monitoring of networks and critical hosts for unusual or suspicious activity ○ Firewalls ○ Intrusion Detection & IDS log analysis ○ Forensic analysis ○ Virus Protection ○ Network architecture assessment and design ○ User and Design Authentication • Vulnerability assessment and remediation 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
	<ul style="list-style-type: none"> Physical Security Encryption Methods (storage & transit) & Tools Certification and Accreditation 		
xviii.	Commercial Software Licensing & Contract Management Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Negotiation of software/hardware/IT service agreements more effectively, aligning contracts to the company's overall business strategy Review of Procurements (RFPs, ITBs, Contracts) & provision of feedback related to the RFP 		
xix.	Strategic Planning Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Total Cost of Ownership - designed to help enterprise managers assess both direct and indirect costs and benefits related to the purchase and maintenance of any IT component. Enterprise Architecture – a process lifecycle as well as the outcome of thinking out and specifying the overall structure, logical components, and the logical interrelationships of a computer, its operating system, a network. Aligning IT services with the enterprise's business goals Organizational Issues – such as Compensation; Succession Management Organizational Structure 		
xx.	Management of IT Organizations Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Staffing Training Governance Models Network Operations -A network operations center (NOC) is a place from which a telecommunications network is supervised, monitored, and maintained. Data Center Operations - central data processing facility and/or the group of people who manage the company's' data processing and networks Integrated Help Desk Operations <ul style="list-style-type: none"> 24x7 Operations Telecommuting 		
xxi.	Advanced & Emerging Technologies Describe Research and Advisory Services coverage that includes at a minimum: <ul style="list-style-type: none"> Identification of new trends and technologies that affect businesses and 		

Ref #	Technical Requirements (IT Topic Coverage)	Proposer Response: Name(s) of proposed R&A Service Offering(s) covering the requirement and description of how it covers the requirement.	Proposer Response: Number of Analysts
	<p>governments</p> <ul style="list-style-type: none"> • Determination of technologies that will have a major impact on the marketplace • Provision of technology projections for at least five (5) years 		

Evaluator Keys (User IDs and Passwords)

Key #	User ID	Password
Key 1		
Key 2		
Key 3		
Key 4		
Key 5		

NOTE: Proposer must supply instructions for use of keys such as Sign-on, Website Name, and Contact Information in the event of access issues.